

**CITY OF MIDDLETOWN--PURCHASING OFFICE
MUNICIPAL BUILDING ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CONTRACT DOCUMENTS

BID #2013-029

PURCHASE OF HEAVY DUTY ROLL-OFFS

**PUBLIC WORKS DEPARTMENT
City of Middletown, Connecticut**

BID OPENING: Wednesday, December 11, 2013 at 11:00 am

**DONNA L. IMME, CPPB
ACTING SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2013-029 PURCHASE OF HEAVY DUTY ROLL-OFFS - PUBLIC WORKS DEPARTMENT

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Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, will be received **Wednesday, December 11, 2013 at 11:00 am** for the following:

**BID #2013-029
PURCHASE OF HEAVY DUTY ROLL-OFFS
PUBLIC WORKS DEPARTMENT**

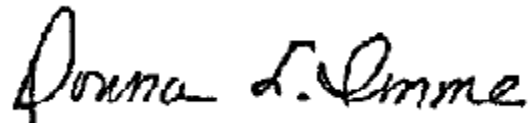
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **11/12/2013**
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or furnishing the specified items will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable thereafter.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope using the Bid Return Label enclosed.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected. Conditional or qualified bids shall not be acceptable.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a written notice of award, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful Bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the

award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8 (m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract to **the lowest responsible bidder** submitting the **lowest total cost** complying with these specifications providing that there is sufficient funding to award this contract. **However, the City reserves the right award based on whatever is in its best interests.**

In evaluating the lowest responsible bidder, the City shall consider the following performance criteria, in addition to those specified, under section 78-8 (m) as amended, of the Middletown Code of Ordinances:

- A. The bidder's prior experience in planning and executing an agreement of the type described herein.
- B. Degree to which the proposal bid is responsive and consistent with the specifications and general conditions described herein.
- C. Contractor's performance on similar transportation agreements for others.

8. Term of Contract and Work Order Time frame - The contract term shall commence on or after **January 1, 2014 and terminate December 31, 2014** for a contract term of twelve (12) months.

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the written unit price shall control. The prices are to include the furnishing of the items, as specified, inclusive of transportation costs as necessary to comply with the City's requirements. Unit prices shall be fixed for the duration of the contract.

10. Interpretations and Addenda - **No oral interpretations**

shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Tuesday, November 26, 2013 by 3:00 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.middletownct.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

11. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated at the bid unit prices for only those items delivered up to the end of that month, at which time this contract shall terminate.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the faithful execution

of the contract.

13. Time for Performance -

A. Items authorized for delivery by the City, as authorized by an approved purchase order shall be delivered within **thirty (30) consecutive calendar days from receipt of order (ARO).**

B. Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.

C. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

14. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

15. Delivery and Payment Terms - Items to be purchased shall be delivered Free on Board, freight prepaid, hereinafter referred to as FOB, City of Middletown to that location specified on the purchase order and shall be an inside delivery. Payment discounts for early payment are preferred. Terms are net 30 days. The bidder shall provide an itemized invoice to the City on a monthly basis.

16. Quantities - The quantities specified herein are **approximate only** as determined by the Public Works Department and **are not guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

17. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at

the bidder's request.

18. Firm Pricing - The City of Middletown requires that all bidders provide firm pricing for all those items they are bidding on for the minimum of twelve (12) months in accordance with the contract term specified here-in.

19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

20. Warranty/ Guarantee - The bidder awarded the contract to furnish the items shall be required to guarantee the items to be free of defects in materials and workmanship for the period covered by the manufacturer's standard warranty and shall service same in accordance with this warranty. Said warranty shall provide for any replaced parts / materials and labor required during the warranty period with no additional expense required of the City. Guarantee / warranty information as published by the manufacturer shall be submitted with the bid. The bidder shall state the term of the manufacturer's warranty in the space provided on the proposal page.

21. Substitutions - Substitutions for those items where "No Equivalent" is specified shall not be acceptable to the City of Middletown.

22. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional year provided that contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Purchasing Office. Authorization to renew the contract shall be by a written amendment to the contract only as prepared by the Purchasing Office to be authorized upon the Mayor's signature.

23. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

24. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

25. Bid Tabulation - A bid tabulation will be furnished to any bidder submitting a self-addressed stamped envelope which

may be indicated with the bid submitted under separate cover.

26. Facsimile Bids - Facsimile or fax bids will not be accepted by the City of Middletown under any circumstance.

27. Alternate Bids - Alternate bids will not be considered unless specifically called for in the "Invitation to Bid". An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

28. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

29. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

30. Equivalent or Equal Items - Bids for equivalent items manufactured outside of the United States will be accepted by the City subject only to the following:

It is the intent of these specifications to remain nonproprietary, except where specifically called for to have certain specially manufactured items fulfill the unique design and or technical requirements. The naming of a manufacturer, model or country of origin is intended to indicate material sources and design conformance requirements, and not to be construed as limiting competition.

Unless limited by the term "no substitute" or "no equivalent", the use of the name of a manufacturer of any particular make, model, brand, or country of origin in describing an item, does not restrict bidders to that manufacturer, specific article, or country of origin, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as

well as that specified, and shall be deemed by the City to be so warranted by the bidder. The bidder shall clearly state the exact article being offered including any and all applicable options, accessories, etc., and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article they offer is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The City of Middletown shall reserve the right to make the final determination regarding the conformance of any

equivalent manufacturer to these specifications and applicable standards. The City further reserves the right to reject any equivalent unit that upon evaluation does not satisfy the City's specific requirements for performance and specified manufacturing standards.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

Incorporate the following into the Information to Bidders section of the Bid Documents.

Ordinance amending Section 78-8 of the City of Middletown Code of Ordinances shall be used in determining the lowest responsible bidder for this contract. For your information, the ordinance reads as follows:

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than

the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless

it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's

obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. **(11/1/02)**

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

_____.
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long-term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____

My Commission Expires: _____

BID #2013-029
PURCHASE OF HEAVY DUTY ROLL-OFFS - PUBLIC WORKS DEPARTMENT

| |
|-------------------------------|
| GENERAL SPECIFICATIONS |
|-------------------------------|

The City of Middletown will accept bids from interested qualified bidders to furnish and deliver heavy duty roll-offs as required by the Public Works Department to include but not limited to:

1. Heavy Duty Roll-Off Containers to be purchased on an as needed basis.
 - a. Forty (40) cubic yard open top/heavy duty

The City hopes to purchase these items, but may need to make adjustments to stay within budget. It is the intent of the City to enter into a term contract with the successful bidder with fixed unit pricing for the purchase of these units on an "as needed" basis for a period of twelve (12) months to commence on **January 1, 2014 and terminating on December 31, 2014.**

It is the intent of the City of Middletown to **award one (1) contract in the aggregate to the lowest responsible bidder** submitting the lowest total bid, complying with these specifications and provided there are sufficient funds available to award the contract. The City however shall reserve the right to select the award option where the best interests of the City would be served thereby.

The bidder selected to furnish the units shall furnish the units in accordance with the Equipment Specifications incorporated herein.

The bidder shall be required to complete the equipment specification sheet included with the bid and submit it with their bid proposal. To complete this form, the bidder is instructed to insert an "X" if the unit meets the minimum requirement, does not meet the minimum or exceeds the minimum requirement. All exceptions to the specifications must be noted in writing in the space provided or attached to the specifications. The proposed manufacturer and model number must also be furnished.

The bidder is advised that the specifications included herein are minimum requirements. They are included to be descriptive rather than restrictive and to indicate to the bidder the type of refuse container that will be acceptable to the City of Middletown.

**EQUIPMENT SPECIFICATIONS
HEAVY DUTY ROLL-OFF**

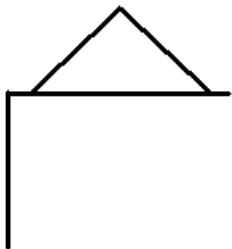
| # | EQUIPMENT SPECIFICATIONS | MEETS MINIMUM REQUIRE- MENTS | EXCEEDS MINIMUM REQUIRE- MENTS | DOES NOT MEET MINIMUM REQUIRE-MENTS |
|---|--|---------------------------------------|---|---|
| 1. GENERAL: OPEN TOP ROLL OFF CONTAINER: 40 CUBIC YARDS HEAVY DUTY All units shall conform to manufacturer's minimum structural specifications. Each unit shall meet the minimum Specifications based on the <u>International Container Co or equivalent</u> MANUFACTURER: _____ MODEL#: _____ | | | | |
| FLOOR | | | | |
| 2. | Floor Plate: 1/4" Plate | | | |
| 3 | Crossmembers: C3" structural Channels on 12" centers | | | |
| 4 | Gussets: 1/4" Plate on every other crossmember | | | |
| 5 | Main Rails: 6" x 2" x 1/4" Structural Tube/outside | | | |
| 6 | Wheels: (4) 8" x 10" long | | | |
| 7 | Wheel Stands: 1/2" Plate | | | |
| 8 | Wheel Axles: 1 1/2" Solid Round Stock w/grease fittings | | | |
| 9 | Bullnoses: 1 1/2" Plate | | | |
| 10 | Rollers: 4" O.D. x 4" Long Heavy Duty Solid Steel | | | |
| 11 | Roller Arms: 3/4" Steel Plate | | | |
| 12 | Roller Axles: 1 1/2" Round Steel Bar w/Grease Fittings | | | |
| 13 | Hook Supports: 7 pieces of 3.5 lb. Structural 3" Channel | | | |
| 14 | Cable Hook: 1 1/2" Carbon Steel Plate, inserted thru Hook Supports Fully locked & welded into 1" hook plate | | | |
| SIDES | | | | |
| 15 | Side Sheets: 12 ga. Plate | | | |
| 16 | Side ribs: 12 ga. Formed plate 3" deep x 5" wide on 24" centers w/drain holes...11-13 ribs on side walls | | | |
| 17 | Top Rails: 4 x 4 x 1/4" angle on top rail | | | |
| 18 | Tie Down Bars: 3/4" Solid Steel Rod | | | |
| 19 | Ladder: 3/4" solid steel rod, both sides | | | |
| 20 | Stiffeners: 3/16" plate fully welded on hinge side | | | |
| 21 | Seams: All seams are fully welded and 6" stitch inside | | | |

**EQUIPMENT SPECIFICATIONS
HEAVY DUTY ROLL-OFF**

| # | EQUIPMENT SPECIFICATIONS | MEETS MINIMUM REQUIRE- MENTS | EXCEEDS MINIMUM REQUIRE- MENTS | DOES NOT MEET MINIMUM REQUIRE-MENTS |
|-----------------|---|---------------------------------------|---|---|
| TAILGATE | | | | |
| 22 | Tailgate Sheet: 12 ga. Plate | | | |
| 23 | Framing: 4" x 3" x 10 ga. Structural Tube | | | |
| 24 | Reinforcing: 4" x 3" x 11 ga. Structural tube | | | |
| 25 | Hinges: Grease fitted (4 on 40 yd) | | | |
| 26 | Hinge Plates: ½" plate | | | |
| 27 | Hinge Sleeves: 2" heavy duty tube w/grease fittings | | | |
| 28 | Hinge Pins: 1 ½" solid round | | | |
| 29 | Latch: Heavy Duty Vertical cam lock action system | | | |
| 30 | Safety Chain: 3/8" proof coil chain w/receptors on both sides of container | | | |
| 31 | Tarp Hooks: 1/2" steel | | | |
| 32 | Gate Aligner: 1" Plate | | | |
| 33 | Tailgate: Rests on Floor | | | |
| BULKHEAD | | | | |
| 34 | Bulkhead Sheet: 10 ga. Plate | | | |
| 35 | Top Rails: 4" x 3" x 10 ga. Structural tube | | | |
| 36 | Verticals: 11 ga. 4-way bend channel | | | |
| 37 | Doghouse: 1/4" steel plate | | | |
| 38 | Tarp Hooks: 1/2" steel | | | |
| PAINT | | | | |
| 39 | Primer: High Solids Industrial Enamel | | | |
| 40 | Top-Coat Paint: Industrial Enamel: Yellow must be Close match to current roll offs (Yuma Yellow) Dupont 4320-K | | | |

**EQUIPMENT SPECIFICATIONS
HEAVY DUTY ROLL-OFF**

| # | EQUIPMENT SPECIFICATIONS | MEETS MINIMUM REQUIRE- MENTS | EXCEEDS MINIMUM REQUIRE- MENTS | DOES NOT MEET MINIMUM REQUIRE-MENTS |
|---|---|---------------------------------------|---|---|
| <u>Additional Specification Requirements for Heavy Duty Containers</u> | | | | |
| 41 | 36" X 36" X 1/4" Crashplate | | | |
| 42 | 3" x 1/2" wear strips on main rails | | | |
| 43 | 24" x 24" Sign plates | | | |
| 44 | For Heavy Duty 40 Yd specs – same as standard except: 4 x 4 x 1/4" Structural Tube all around | | | |
| 45 | 1/4" floor | | | |
| 46 | 4 x 4 x 1/4 angle reinforced front corners | | | |
| 47 | 6x 2 x 1/4 structural tube rails | | | |
| 48 | 4 x 4 x 1/4 angle on top rails (see drawing below) 2 x 2 x 1/4 on leading edge pointing upwards | | | |
| 49 | Crossmembers are 3" channel on 12" centers | | | |
| 50 | Top corners reinforced with 1/4" plate | | | |
| 51 | 10 ga sides | | | |



BID #2013-029
PURCHASE OF HEAVY DUTY ROLL-OFFS
CITY OF MIDDLETOWN

BID PROPOSAL PAGE

Issue Date: **11/12/2013** Reply Date: **Wednesday, December 11, 2013 at 11:00 am**

To: Purchasing Agent
 City of Middletown
 Room 112, Municipal Building
 245 DeKoven Drive
 Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, technical specifications and related documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide the items specified herein at the following unit costs for a contract term of twelve (12) months to commence on or after **January 1, 2014 and terminate on December 31, 2014.**

The bid must be signed by the bidder to be accepted:

COMPANY NAME

SIGNATURE AND TITLE

The following pages **must** be submitted by the bidder:

- ☐ Proposal Pages (15-17)
- ☐ Non- Collusive Bid Statement (Pg. 18)
- ☐ Affidavit of Local Vendor (if applicable – Middletown businesses only) (Pg. 10)

We acknowledge receipt of the following addendum, if applicable:

Addendum # _____ Date _____

Addendum # _____ Date _____

| HEAVY DUTY ROLL-OFFS | | | | |
|--|---|--|---|---------------------------------------|
| 1. | 2 | 40 C.Y. HEAVY DUTY OPEN TOP ROLL-OFF CONTAINER UNIT PRICE PER EACH: _____ Written figures (\$ _____) | MANUFACTURER: _____ MODEL #: _____ | EXTENSION: \$ _____ |
| <p>QUOTED BID PRICES ARE INCLUSIVE OF ALL DELIVERY & TRANSPORTATION COSTS WITH THE UNITS DELIVERED FOB, CITY OF MIDDLETOWN.</p> <p>TOTAL FOR HEAVY DUTY ROLL OFFS, ITEM #1 INCLUSIVE:</p> <p>_____ Written figures (\$ _____)</p> <p>BASED UPON THE ESTIMATE NUMBER OF UNITS REQUIRED</p> | | | | |

PLEASE STATE DELIVERY: _____ CALENDAR DAYS

PLEASE STATE MANUFACTURER’S WARRANTY: _____ YEAR(S)
(ATTACH A COPY)

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year. _____ or _____
YES NO

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date:

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

____ Individual / Sole Proprietor

____ Limited Liability Company / Partnership

____ Corporation

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18).

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

EXHIBIT A - INSURANCE REQUIREMENTS

Bid #2013-029 Purchase of Heavy Duty Roll-Offs

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

If applicable, the **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

**October 31, 2013
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid #2013-029 Purchase of Heavy Duty Roll-Offs - Public Works

Return Date: Wednesday, December 11, 2013 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

